

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

| | | |
|---------------------|---|-----------|
| STATE OF TENNESSEE, |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| v. |) | No. _____ |
| |) | |
| JAMES L. TRIPLETT, |) | |
| |) | |
| Respondent. |) | |

ASSURANCE OF VOLUNTARY COMPLIANCE

THIS ASSURANCE OF VOLUNTARY COMPLIANCE is given by JAMES L. TRIPLETT to PAUL G. SUMMERS, Attorney General and Reporter for the State of Tennessee and DAVID A. McCOLLUM, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance.

DEFINITIONS

As used in this Assurance and accompanying Agreed Order, the following words or terms shall have the following meanings:

- A. “Assurance of Voluntary Compliance” or “Assurance” shall refer to this document entitled Assurance of Voluntary Compliance in the matter of *State of Tennessee v. James L. Triplett*.
- B. “Consumer” means any person, a natural person, individual, governmental agency, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- C. “Division” or “Division of Consumer Affairs” shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- D. “Respondent” shall refer to James L. Triplett.
- E. “Petitioner,” “State of Tennessee,” or “Attorney General” shall refer to the Tennessee Attorney General & Reporter and the Office of the Tennessee Attorney General.

- F. “Tennessee Consumer Protection Act” or “Consumer Act” shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. §§ 47-18-101, *et seq.*
- G. “Tennessee Unauthorized Practice of Law statute” or “UPL Act” shall refer to the Unauthorized Practice and Improper Conduct statute and related statutes found at Tenn. Code Ann. §§ 23-3-101, *et seq.*

WITNESSETH:

Some of the facts and circumstances surrounding the execution of this Assurance are as follows:

A. The Attorney General in conjunction with the Division conducted an investigation of specific business practices of the Respondent. These practices by the Respondent include: agreeing to perform services for Tennessee consumers which constitute law business or the practice of law and accepting payment for these services. Respondent’s business practices are more fully described in the State’s Petition. As a result of the investigation, the Division and the Attorney General determined that certain acts and practices of the Respondent violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.* and the Tennessee Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. § 23-3-101, *et seq.*

B. Respondent neither admit nor deny any wrongdoing. Further, pursuant to Tenn. Code Ann. § 47-18-107(c), acceptance of this Assurance by Respondent shall not be considered an admission of a prior violation of the Act.

C. Therefore, pursuant to Tenn. Code Ann. § 47-18-107, Respondent desire to give this Assurance, and the Attorney General desires to accept it, in order to avoid the expense of litigation.

NOW, THEREFORE, acting pursuant to Tenn. Code Ann. § 47-18-107, Respondent give and the Attorney General accepts the following assurances:

I. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter herein and over the person of the Respondent for the purposes of entering into and enforcing this Assurance and Agreed Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, or execution of this Assurance and Agreed Order, including enforcement of compliance therewith and

assessment of penalties for violations thereof. Respondent agree to pay all court costs and reasonable attorneys' fees and any costs associated with any successful petitions to enforce any provision of this Assurance and Agreed Order against Respondent.

II. VENUE

2.1 Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Assurance is solely in the Chancery Court of Davidson County, Tennessee.

III. PERMANENT INJUNCTION

Accordingly, it is hereby agreed that upon approval of the Court, Respondent shall be permanently and forever enjoined and bound from engaging in the practices set forth herein:

A. Unauthorized Practice of Law

3.1 Respondent shall be strictly prohibited from engaging in the practice of law or law business in the State of Tennessee found in Tenn. Code Ann. § 23-3-101(1) and (2);

3.2 Respondent is strictly prohibited from engaging in any act or practice in the conduct of his business that violates Tenn. Code Ann. §§ 23-3-101, *et seq.* relating to the unauthorized practice of law;

3.3 Respondent and his employees that do not possess a valid State of Tennessee law license shall be strictly prohibited from providing legal advice to Tennessee consumers;

3.4 Respondent and his employees that do not possess a valid State of Tennessee law license shall be strictly prohibited from preparing legal documents such as, but not limited to, wills, divorces, or child custody petitions to Tennessee consumers;

3.5 Respondent shall not appear in any court or before any administrative law judge in the State of Tennessee representing any person or business;

3.6 Respondent shall not make or prepare any filings for any court or administrative law judge in the State of Tennessee on behalf of any person or business;

B. Consumer Protection Act

3.7 Respondent shall be prohibited from engaging in any misleading, unfair, or deceptive acts or practices in the conduct of his business. Respondent shall fully comply with all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*, including but not limited to §§ 47-18-104(a) and (b)(27), which prohibits unfair and deceptive acts and practices;

3.8 Respondent shall be prohibited from using terms or phrases such as “legal,” “law,” “legal services,” “legal aide,” or the like that would indicate to Tennessee consumers that the Respondent is providing legal services in the State of Tennessee;

3.9 Respondent shall be prohibited from directly or indirectly making any representations to consumers that a transaction confers or involves rights, remedies, or obligations that he does not have or involve or which are prohibited by law, in violation of Tenn. Code Ann. § 47-18-104(b)(12);

3.10 Respondent shall not use the name “esquire”, “lawyer”, “attorney” or term or phrase of similar import when referring to his business in the State of Tennessee. Without limiting the scope of this provision, Respondent shall immediately cease use of the names “esquire”, “lawyer”, “attorney” and destroy any letterhead, forms, business cards or other documents that use or refer to those names that the Respondent has used or plans to use in Tennessee;

3.11 Respondent is strictly prohibited from directly or indirectly making incorrect, false, misleading, or deceptive statements when attempting to collect money from Tennessee consumers;

3.12 Respondent shall not accept payment or other consideration from any Tennessee consumer for services of any type which Respondent will not actually deliver in a timely fashion or which it is prohibited by law from providing;

3.13 Respondent shall not represent, state, promote, claim, advertise, or imply to any Tennessee consumer that goods or services have sponsorship, approval, characteristics, ingredients, uses or benefits that it does not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5);

3.14 Respondent shall not directly or indirectly represent, state, promote, claim, advertise, or imply to any Tennessee consumer that Respondent has sponsorship approval, status, affiliation, or connection that Respondent does not have, in violation of Tenn. Code Ann. § 47-18-104(b)(5);

3.15 Respondent shall not directly or indirectly represent, state, promote, claim, advertise, or imply to any Tennessee consumer that his goods or services are of a particular standard, quality, or grade if such is not the case, in violation of Tenn. Code Ann. § 47-18-104(b)(7);

3.16 Respondent shall not represent, state, promote, claim, advertise, or imply that Respondent will provide goods or services to consumers which Respondent is prohibited by law from providing to Tennessee consumers;

3.17 Respondent shall not cause the likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of his goods or services, involving any Tennessee consumer in violation of Tenn. Code Ann. § 47-18-104(b)(2);

3.18 Respondent shall not cause the likelihood of confusion or misunderstanding as to his affiliation, connection, or association with, or certification by another, in a transaction involving any Tennessee consumer in violation of Tenn. Code Ann. § 47-18-104(b)(3);

C. Consumer Protection Act and Unauthorized Practice of Law

3.19 Respondent is strictly prohibited from directly or indirectly representing, stating, implying, promoting, or advertising in Tennessee that James L. Triplett is an “Attorney At Law,” “Attorney,” “Lawyer,” or “legal” or using any term or phrase of similar import, unless that person possesses a current license to practice law in the State of Tennessee. Without limiting the scope of this section, Respondent is strictly prohibited from publishing advertisements in the “legal”, “attorney,” or “lawyer” section of the Yellow Pages;

3.20 Respondent shall not directly or indirectly represent, state, promote, advertise, claim or imply that Respondent can provide “legal services” for Tennessee consumers, such as, but not limited to, “divorces,” “wills,” “child custody” or term or phrase of similar import, if Respondent’s employee preparing the document does not possess a valid license to practice law in the State of Tennessee at the time of promoting, offering, and providing the services;

3.21 Respondent has indicated that he is ceasing operation. However, if at any time Respondent offers document preparation services similar in any way to those resulting in this Assurance, the Respondent shall notify the Attorney General in writing at least thirty (30) days prior to the initial

offering of such services to Tennessee consumers. The notice to the Attorney General shall include, at a minimum, a complete copy of all advertisements of any type that might be seen by a Tennessee consumer, a copy of any contracts or agreements that Tennesseans will be required to execute, and all form copies of any documents that will be used to produce documents for Tennessee consumers. The Respondent understands that the State and this Honorable Court expressly rely upon Respondent's commitment to so notify the State, and if Respondent markets services to Tennesseans and fails to notify the State as required, the State has the right to move to vacate or set aside this Order or request that the Respondent be held in contempt, if it so elects.

IV. RESTITUTION

4.1 Respondent represents and warrants that he is not aware of any Tennessee consumers other than, Marvis Rodgers, who received services or paid to receive services from the Respondent. Respondent represents and warrants that Marvis Rodgers did not pay to receive services from the Respondent. Respondent further acknowledges that he understands that the State expressly relies upon these representations and warranties, and that if he are false, unfair, deceptive, misleading, or inaccurate, the State has the right to move to vacate or set aside this Assurance and the accompanying Agreed Order, or request that Respondent be held in contempt, if the State so elects.

4.2 In the event any Tennessee consumers come forward after entry of this Assurance alleging that the consumer paid money to the Respondent for services, Respondent shall be required to provide restitution to that Tennessee consumer within ten (10) days. Restitution shall be paid by providing a certified check made payable to that particular consumer in the amount paid by the additional Tennessee consumer(s). Said certified checks shall be provided to the Director of the Division of Consumer Affairs within ten (10) days of receipt of the request for a refund.

4.3 Respondent shall pay all costs associated with the restitution process set forth herein.

4.4 Within six (6) months of entry of this Assurance and Order, Respondent shall file with the Attorney General the following information and shall supplement the information as is necessary:

- a. A report verifying and certifying that eligible consumers who have requested restitution have, in fact, received a full refund. Additionally, the Respondent shall verify and certify compliance with each provision of this Assurance of Voluntary Compliance and Agreed Order with respect to restitution.

- b. An alphabetical list of the name and address of each consumer who requested restitution, the amount of each consumer's refund, and the total amount of all refunds provided.

4.5 Within ten (10) days of receipt of a request from the Division of Consumer Affairs for evidence that a specific consumer or consumers have received restitution, Respondent shall provide any documents, books, and/or records necessary to establish to the satisfaction of the Director of the Division of Consumer Affairs that the restitution process complied with this Assurance and Agreed Order. These documents may include, but shall not be limited to, copies of the front and back of canceled checks used to provide restitution to consumers and records reflecting the identity of consumers that paid Respondent for services and the amounts those consumers paid the Respondent. The documents, books, or records shall be physically turned over and provided to the Division of Consumer Affairs' office no later than ten (10) days from receipt of such request. This paragraph shall in no way limit the Attorney General's or the Division of Consumer Affairs' right to obtain documents, records, and/or testimony through any other state or federal law, regulation, or rule.

4.6 In the event Respondent is unable to locate consumers who are due a refund, those funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, *et seq.* These funds may be delivered to the Treasurer prior to the statutory due date. The Respondent shall provide all information necessary to the State Treasurer's office to appropriately handle such funds as unclaimed property as set forth by statute and regulation.

V. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE

5.1 Pursuant to Tenn. Code Ann. § 47-18-108(b)(4) and § 23-3-103(c)(1), Respondent shall pay the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution, and monitoring for compliance of this matter, which may be used for consumer protection purposes or unauthorized practice of law purposes at the sole discretion of the Attorney General. Said payment shall be made as set forth in paragraph 8.

VI. TENNESSEE CONSUMER PROTECTION ACT CIVIL PENALTIES

6.1 Respondent shall pay the sum of Three Thousand and 00/100 Dollars (\$3,000.00) to the State of Tennessee as a civil penalty pursuant to Tenn. Code Ann.

§ 47-18-108(b)(3). Said payment shall be made as set forth in paragraph 8.

VII. UNAUTHORIZED PRACTICE OF LAW ACT CIVIL PENALTIES

7.1 Respondent shall pay the sum of Three Thousand and 00/100 Dollars (\$ 3,000.00) to the State of Tennessee as a civil penalty pursuant to Tenn. Code Ann. § 23-3-103(c)(1). Said payment shall be made as set forth in paragraph 8.

VIII. FORBEARANCE ON EXECUTION AND DEFAULT

8.1 No execution or garnishment on the monetary portion of this Assurance of Voluntary Compliance shall issue so long as Respondent makes payment in accordance with paragraph 8.2 and 8.3 herein. In the event Respondent fails to make any such payment within twenty (20) days of their due date, the entire balance of this Assurance then remaining may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. § 47-14-121 from the date of entry of this Assurance. Respondent agrees to pay attorneys' fees and costs associated with any such collection efforts.

8.2 Payments required in paragraph 5.1 of this Assurance shall be made to the Consumer Protection Division, Office of Attorney General as follows: \$25.00 due the 10th day of the month immediately following approval of this AVC by the Court. \$25.00 shall be paid on the 10th day of each month thereafter until the entire amount has been paid. All payments shall be certified or cashiers checks made payable to the "State of Tennessee-Attorney General".

8.3 Payments required in paragraphs 6.1 and 7.1 of this Assurance shall be made to the Consumer Protection Division, Office of Attorney General as follows: the entire amount will be due upon motion by the State that the Respondents have violated this Assurance in any way. If the State has a reason to believe that a violation of this Assurance has occurred, the State may move that the Respondents pay penalties as set forth in this Assurance. No payment of this part must be made until the State has a reason to believe that there has been a violation of this Assurance. The payments shall be certified or cashiers checks made payable to the "State of Tennessee-Attorney General". In the

event any partial payment is made, the payments shall first be applied to the Attorney General's attorneys' fees and costs and once that obligation is complete payments shall be applied to the civil penalties.

8.4 Respondent is required to retain proof of all payments to the State in the form of canceled checks for each payment for a full 24 months following the final payment to the State. Respondent shall provide proof of all payments to the State within ten (10) days of a request for such information.

8.5 Respondent agree that any and all such sums are non-dischargeable in a bankruptcy proceeding given the same are punitive in nature.

IX. MONITORING AND COMPLIANCE

9.1 Upon request, Respondent agrees to provide books, records, and documents to the State at any time, and further, to informally or formally under oath, provide testimony and other information to the State relating to compliance with this Assurance. Respondent shall make any requested information available within one (1) week of the request at the Office of the Attorney General in Nashville, Tennessee or at any other location within the State of Tennessee that is mutually agreeable in writing to the Respondent and the Attorney General. This section shall in no way limit the State's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

9.2 The State of Tennessee has the right to test shop Respondent for the purpose of confirming compliance with this Assurance and state law. The test shoppers are not required to disclose that they are representatives of the State of Tennessee when making contact with the Respondent. Further, the State of Tennessee may record any or all aspects of its visit(s) or communications with the Respondent in audio or video form without notice to the Respondent.

X. PRIVATE RIGHT OF ACTION AND ACTIONS RESERVED BY THE STATE

10.1 Nothing in this Assurance shall be construed to affect any private right of action that a consumer or person may hold against the Respondent.

10.2 This Assurance is only between the State and James L. Triplett. This Assurance does not include any other employees or individuals who may have provided services or agreed to provide services to Tennessee consumers. The state expressly reserves the right to take action against any other individuals or businesses.

XI. PENALTIES FOR FAILURE TO COMPLY

11.1 Pursuant to Tenn. Code Ann. § 47-18-107(c), Respondent understands that upon execution and filing of this Assurance, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

11.2 Pursuant to Tenn. Code Ann. § 47-18-107(f), Respondent understands that any knowing violation of the terms of this Assurance shall be punishable by civil penalties of not more than One Thousand Dollars (\$1,000.00) for each violation, in addition to any other appropriate penalties and sanctions, including but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties. Respondent agrees to pay all court costs and reasonable attorneys' fees associated with any successful petitions to enforce this Assurance and Order against the Respondent.

11.3 Pursuant to Tenn. Code Ann. § 23-3-103(c)(4), any knowing violation of the terms of this Order shall be punishable by a civil penalty of not more than Two Thousand Dollars (\$2,000.00) per violation, in addition to any other appropriate relief, including but not limited to, contempt sanctions and the imposition of attorneys' fees and civil penalties.

XII. REPRESENTATIONS AND WARRANTIES

12.1 Respondent represents and warrants that the execution and delivery of this Assurance is his free and voluntary act, that this Assurance is the result of good faith negotiations, and that Respondent agrees that the Assurance and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Assurance in good faith. Further, the Respondent represents and warrants that no offers, agreements, or inducements of any nature whatsoever have been made to the Respondent by the State of Tennessee, its attorney, or any employee of the Attorney General's Office or the Division of Consumer Affairs, to procure this Assurance.

12.2 Respondent represents that signatories to this Assurance have authority to act for and bind the Respondent.

12.3 Respondent will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

12.4 Neither Respondent nor anyone acting on his behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Respondent.

12.5 Acceptance of this Assurance by the State shall not be deemed approval by the State of any of Respondent's business practices.

12.6 Within thirty (30) days of the entry of this Assurance, Respondent shall submit a copy of this Assurance to each of his officers, directors, employees, and any third parties who act directly or indirectly on behalf of the Respondent as an agent, independent contractor, or who are involved in conducting business in the State of Tennessee. Within forty-five (45) days of entry of this Assurance, Respondent shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Assurance.

12.7 Respondent James L. Triplett, warrants and represents that he is the proper party to this Assurance and Agreed Order. Respondent further acknowledges that the State expressly relies upon this representation and warranty, and that if it is false, misleading, deceptive, unfair, or inaccurate, the State has the right to move to vacate or set aside this Assurance and Agreed Order, and request that Respondent be held in contempt, if the State so elects.

12.8 Respondent warrants and represents that James L. Triplett is the true legal name of the individuals and entities entering into this Assurance of Voluntary Compliance and Agreed Order. Respondent understands that the State expressly relies upon this representation and if this representation is false, misleading, deceptive, unfair, or inaccurate, the State shall have the right to move to vacate or

set aside this Assurance and Agreed Order, and request that Respondent be held in contempt, if the State so elects.

12.9 This Assurance and Agreed Order may only be enforced by the parties hereto.

12.10 The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of this Assurance.

12.11 This Assurance shall not be construed against the “drafter” because both parties participated in the drafting of this document.

12.12 This Assurance and Agreed Order constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State’s Petition. This Assurance is limited to resolving only matters set forth in the State’s Petition.

12.13 Nothing in this Assurance shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Assurance shall not bar the State or other governmental entity from enforcing laws, regulations, or rules against Respondent.

12.14 This Assurance shall be binding and effective against Respondent upon Respondent’s execution of the Assurance. In the event the Court does not approve this Assurance, this Assurance shall be of no force and effect against the State of Tennessee.

12.15 Nothing in this Assurance constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

12.16 Respondent has been advised of his right to counsel in this matter. If Respondent does not retain counsel, Respondent has expressly waived his right to have an attorney represent him in this matter.

XIII. COMPLIANCE WITH ALL LAWS, REGULATIONS, AND RULES

13.1 Nothing in this Assurance and Order shall be construed as relieving Respondent of the obligation to comply with all state or federal laws, regulations, or rules.

XIV. FILING OF ASSURANCE

14.1 Upon the execution of this Assurance, the Attorney General shall prepare and file in the Chancery Court for Davidson County a Petition, Agreed Order, and this Assurance of Voluntary Compliance for the Court's approval. Respondent hereby waives any and all rights which he may have to be heard in connection with judicial proceedings upon the Petition. Respondent agrees to pay all costs of filing such Petition, Assurance, and Agreed Order. Simultaneously with the execution of this Assurance, Respondent shall execute an Agreed Order. This Assurance is made a part of and is incorporated into the Agreed Order. The Respondent consents to the entry of this Assurance and Agreed Order without further notice.

XV. NOTIFICATION TO STATE

16.1 Any notices required by this Assurance shall be sent Certified Mail - Return Receipt Requested, by United States Mail or by any other nationally recognized courier service that provides tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Timothy C. Phillips
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division (901) 525-0129
425 Fifth Avenue North, 2nd Floor
Nashville, Tennessee 37243
(615) 741-3533

For the Respondent:

James L. Triplett
741 Adams #1205
Memphis, Tennessee 38105

The Respondent is required to provide the State with any changes of address ten (10) days prior to any change of address becoming effective.

16.2 For five (5) years following execution of this Assurance, Respondent shall notify the Office of the Attorney General, in writing, at least thirty (30) days prior to the effective date of any proposed changes in his business structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution of subsidiaries, or any other changes in Respondent's status that may effect compliance with obligations arising out of this Assurance.

XVI. COURT COSTS

17.1 All costs associated with the filing and distribution of this Assurance and any other incidental costs or expenses incurred thereby shall be borne by Respondent. No costs shall be taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.

FOR THE STATE OF TENNESSEE:

PAUL G. SUMMERS

Attorney General & Reporter

B.P.R. No. 6285

TIMOTHY C. PHILLIPS

Assistant Attorney General

B.P.R. No. 12751

Tennessee Attorney General's Office

Consumer Protection Division

425 - 5th Avenue North, 2nd floor

Nashville, Tennessee 37243-0491

(615) 741-3533

Approved by:

DAVID A. McCOLLUM

Director

The Division of Consumer Affairs of the
Department of Commerce and Insurance

500 James Robertson Parkway

5th Floor, Davy Crockett Tower

Nashville, TN 37243-0600

(615) 741-4737

FOR THE Respondent:

JAMES L. TRIPLETT
741 Adams #1205
Memphis, Tennessee 38105
Social Security No.: _____
Telephone No.: _____

Jennifer A. Jenson, Esq.
B.P.R No. 11011
1883 North Rainbow
Memphis, Tennessee 38107-3112
(901) 323-6760
ATTORNEY FOR RESPONDENT

37907